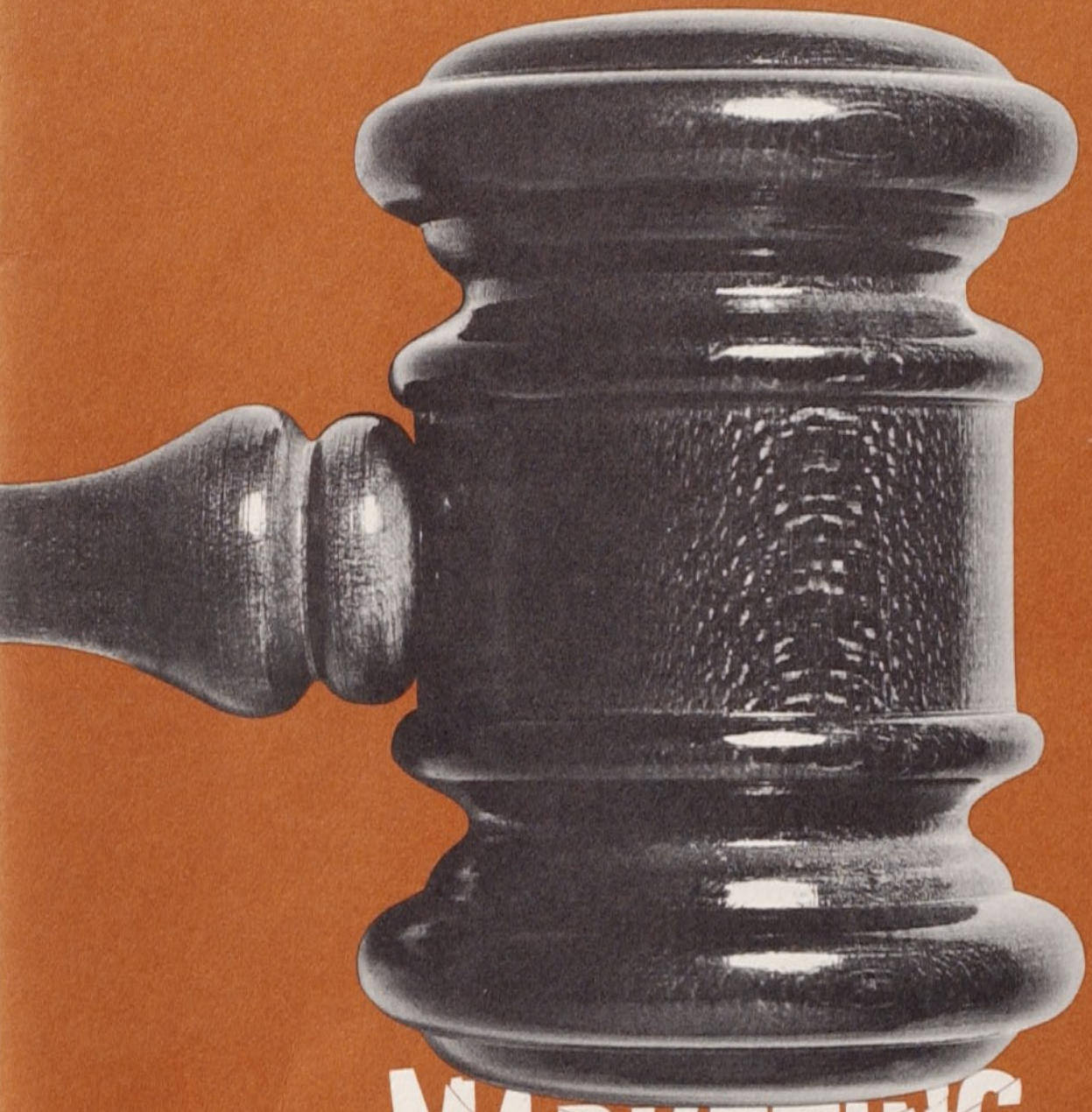
Design Sense
A MARKETING PUBLICATION 48 OF LIPPINCOTT & MARGULIES



MARKETING & THE SUPREME COURT

page 1

NEW YORK LIFE:
A Venerable Company Uses Jet Age Communications / page 10

Is U.S. justice Janus-headed?
The Supreme Court, in two recent rulings,
views the relationship of a product
to its advertising in two different ways.
To marketing men, the conflicting rulings
are of utmost significance.

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The United States of America

v.

The Borden Company

The United States of America

v.

Ralph Ginzburg and Eros Magazine, Incorporated

wo rulings of the U.S.Supreme Court recently exploded in the business community-at-large, and the effects are still ricocheting around. The court's decisions touched on the function and value of advertising and laid down certain restrictions. Somebody's bound to get hurt: the restrictions are far-reaching.

On the surface, one case had nothing to do with the other. The litigants, the viewpoints they defended, and the constitutional regions they explored had about as much in common as the economic philosophies of Keith Funston and Mao Tse-tung. One ruling, in an anti-trust action, throws judicatory light into a shadowy corner of the Robinson-Patman Act; the other probed the dismal business of pornographic "literature" and the extent to which a publisher may find protection under the First Amendment. But by their chance conjunction in the news, these disparate cases reveal an apparent inconsistency in the way the law views the relationship of a product to its advertising.

The defendant in the anti-trust action was the Borden Company, whose sales of milk and food and chemical products soar above $1-billion annually. The publisher was Ralph Ginzburg, whose output of erotic—some say "obscene"—publications is, comparatively, a shoe-string operation. Both cases were complex in the extreme and neither elicited a unanimous decision from the high tribunal. While the court considered the relationship of a product to its advertising in both cases, in neither was advertising the point at issue. Despite this and despite the differences between the two defendants and the legal areas in which the contests were fought, one would hope to find consistency in the law. Instead, a comparison of the two cases makes the rulings seem arbitrary.

How so? Let's first consider the Borden case. As marketers are aware, the Federal Trade Commission alleged the firm to be at fault in discriminatory price practices. Specifically, the FTC believed that Borden should not be permitted to sell its widely-advertised brand at a higher price than it sold its unbranded, or "private label," product. Why? Because the products are chemically and physically identical. The position of Borden—and incidentally of the lower Court of Appeals—was that the products were *not* the same and that consideration be given to commercially significant distinctions —physical or promotional—which affect market value and bear upon the public acceptance of the differently labelled products. To put it another way, the advertising and promotion raise the cost of producing the branded product as well as influencing the customers' preferences and what they think of the product.

The high court ruled against Borden. In effect, the court allows that the advertising and the costs related thereto *do not add to the value* of the branded product as it goes to market. To permit a price difference between the branded and the private label products, according to the court, a difference in the basic constituents of the two must exist. Thus, the product and its advertising operate separately and, to satisfy the law, must not be considered together in pricing the product to the customer. In ruling against the defendant, the court considered the product and its advertising to exist in different spheres.

As noted above, the decision was not unanimous: two of the distinguished jurists, Mr. Justice Stewart and Mr. Justice Harlan, dissented. The dissenting opinion quickly moved to establish its views on the tripartite relationship between product, advertising, consumer.

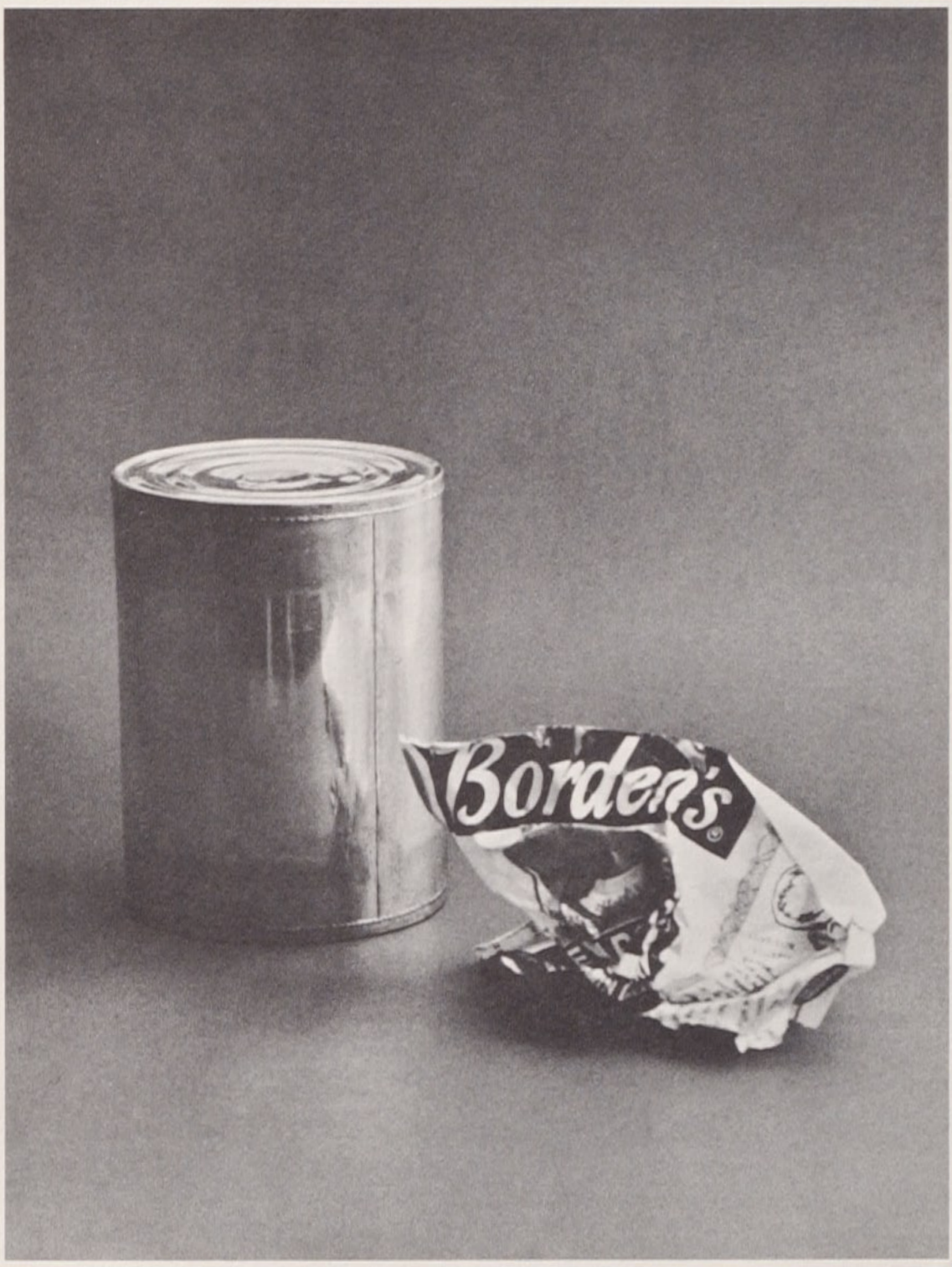
The dissent read, in part, "The court ignores a most relevant aspect of the inquiry into the question of 'like grade and quality':...Whether the products are different in the eyes of the consumer."

It then pointed out that a consumer purchase includes more than the chemical constituents of a given product and it cited a "host of commercial intangibles" that distinguish one product from others in the same category.

"The premium paid for Borden brand milk," wrote the dissenting jurists, "reflects the consumer's awareness through advertising that these commercial attributes are part and parcel of the premium product he is purchasing....An important ingredient inheres in the consumer's belief, measured by past satisfaction and the market reputation established by Borden, that tomorrow's can will contain the same premium product purchased today. To say that these and other intangibles are not sufficient to confer on Borden's premium brand a 'grade' or 'quality' different from that of the private label brands is to ignore the obvious market acceptance of the difference."

Thus, the dissenters. The majority opinion, on the other hand, felt that "consumer preferences, brand acceptability, or what the customers think of (a product) and are willing to pay for it" should not enter into the case. The consumer's awareness of the product through advertising was not thought relevant.

When a product is stripped of its famous brand label, does it lose an important ingredient? The dissenting jurists in the Borden case believe that it does. In their view, "market reputation" is part of the product.


Borden's

EROS

Spring, 1962

PUBLISHER CONVICTED

REASON CHECKED

Unknown
Left no address
Mailed obscene books
Obscene - - not in content - - but because of advertising
POSTAGE DUE ..... CENTS

In the Ginzburg case, the majority opinion swung in the opposite direction; in finding the defendant at fault, the product and its advertising and promotion were closely linked.

What were the issues in the Ginzburg ruling? Briefly, the background was this: The publisher had produced a hard-cover quarterly magazine called "Eros," a bi-weekly newsletter called "Liaison," and the "Housewife's Guide On Selective Promiscuity," described as a woman's autobiography. Eros was forthrightly said by the publisher to be devoted to the subjects of sex and love. Mr. Ginzburg was subsequently convicted in 1963 by the Philadelphia Federal District Court for allegedly sending obscene publications and advertisements for these publications through the mails. This decision was upheld by the U.S. Supreme Court.

But the significance of the court's ruling was not the alleged obscenity of the Ginzburg publications. Indeed, the majority opinion stated, while upholding the conviction, that "standing alone, the publications themselves might not be obscene." The decision was based not on what the publications contained but *the manner in which they were advertised*. Thus, in this case, the court ruled that the advertising and the product could *not* be separated—a contradiction of the Borden situation. In the language of the majority decision, Mr. Ginzburg was guilty of "pandering." The penalty? Five years in jail, $40,000 fine.

The decision was a close one: five for upholding conviction against four dissenting. It did more than order Mr. Ginzburg to jail; it sent businessmen and their advertising agencies on an urgent quest for appropriate legal advice. Their fear? The ruling might be interpreted in a way that could be directed against them. In referring to the "pandering" criteria of the majority ruling, the dissenting Mr. Justice Douglas said that an unwarranted exception had been grafted onto the constitutional rights conferred by the First Amendment.

"The advertisements of our best magazines," he pointed out, "are chock-full of thighs, ankles, calves, bosoms, eyes, and hair ... the sexy advertisement neither adds to nor detracts from the quality of the merchandise being offered for sale. And I do not see how it adds to or detracts one whit from the legality of the book being distributed."

He further noted that the "pandering rule" upset the constitutionality of "an advertising technique as old as history."

Those who felt themselves challenged most by the Ginzburg ruling were other publishers and motion picture producers. But producers of such unlikely sexual stimulators as automobiles and shaving cream did not exempt themselves... not so long as the language of their advertising indelicately urged the public to buy their products for erotic rewards.

Whether or not Eros magazine was "obscene" did not concern the court to the same extent as the publisher's method of advertising and promoting its sale. "Guilty of pandering" was the majority decision.

As a result of the rulings, many marketing men feel themselves set adrift in a swift, uncharted stream with neither paddle nor guide. Marketing men might ask themselves such questions as:

- Will the big chains use their power and their private labels to try and push branded merchandise off the shelves?
- Should manufacturers get out of the private label business altogether or should they implement that business and meet the requirements of the law by introducing changes in their private label product?
- Can large manufacturers maintain their private label business by establishing separate manufacturing and sales operations?
- Will the ruling hurt the very people it presumed to protect —the smaller producer who depends heavily on private label business but who cannot afford to set up a separate manufacturing and sales operation?
- If large manufacturers decide to get out of the private label business will the large chains fill the vacuum and move into manufacturing?
- If the price differential between the private label and branded product is removed, can private labels survive?
- Will independent packers be encouraged to come back into the business?
- Will the ruling have any long-lasting overall effect on those competitive factors central to our economic system?
- What effect will take place in consumer awareness and purchasing patterns if private label business practices, hitherto unknown, are widely broadcast?

The problems posed by the Ginzburg ruling cannot be said to reach as deeply into marketing philosophy and business practice. But the cautions expressed in the dissenting opinion of the court will be taken lightly by none. Advertisers will tread carefully to avoid false steps and semantic pitfalls, since the taint of a legal rebuke in this very sensitive area of taste in communication would be hard to scrub off. What are the guidelines? Are any familiar and ostensibly acceptable ads running counter to the court's wishes? For example:

- Does a perfume that calls itself "My Sin" and advertises itself as "a most provocative perfume" show any unseemly impropriety? Is the perfume obscene?
- Did Braniff Airlines sound a brazen, indecorous, or improper note with its TV commercial announcing the end of "the plain plane"? The commercial featured what was called an "air strip" and showed an attractive airlines hostess changing her clothes in the obviously suggestive manner of a strip-tease artist.
- Does the Ginzburg ruling apply to suggestive double entendres in copy—such as the question, "Had any lately?" posed in a Chateau Martin wine ad?
- If Mr. Ginzburg's candor in advertising an "unhurried view of erotica" was his undoing, what will the court decide about those who hold up erotic symbols in their advertising that promise something the advertiser cannot deliver?

The action of the court raised more questions than it answered. And the questions—particularly in the Borden case—may not be answered for a long time. Some observers feel that the new posture of private labels opposite branded merchandise changes entirely the complexion of marketing in a free enterprise system.

How much business is affected? What is the sales ratio of private label to branded merchandise? The precise figure is hard to find but informed sources indicate that 15 per cent of the total grocery business in ten of the largest food chains carries the label of the chain. Some chains are stronger with their own labels than others: A&P, for example, is believed to do 20 per cent of its volume with its own brands. Are private labels growing? Not appreciably. There is no evidence to show any growth or decrease in recent years. In short then, the stakes involved in the recent ruling are substantial.

Simple answers will not automatically appear. As time passes, each case will be considered on individual merit as advertisers try to gauge the law's flexibility.

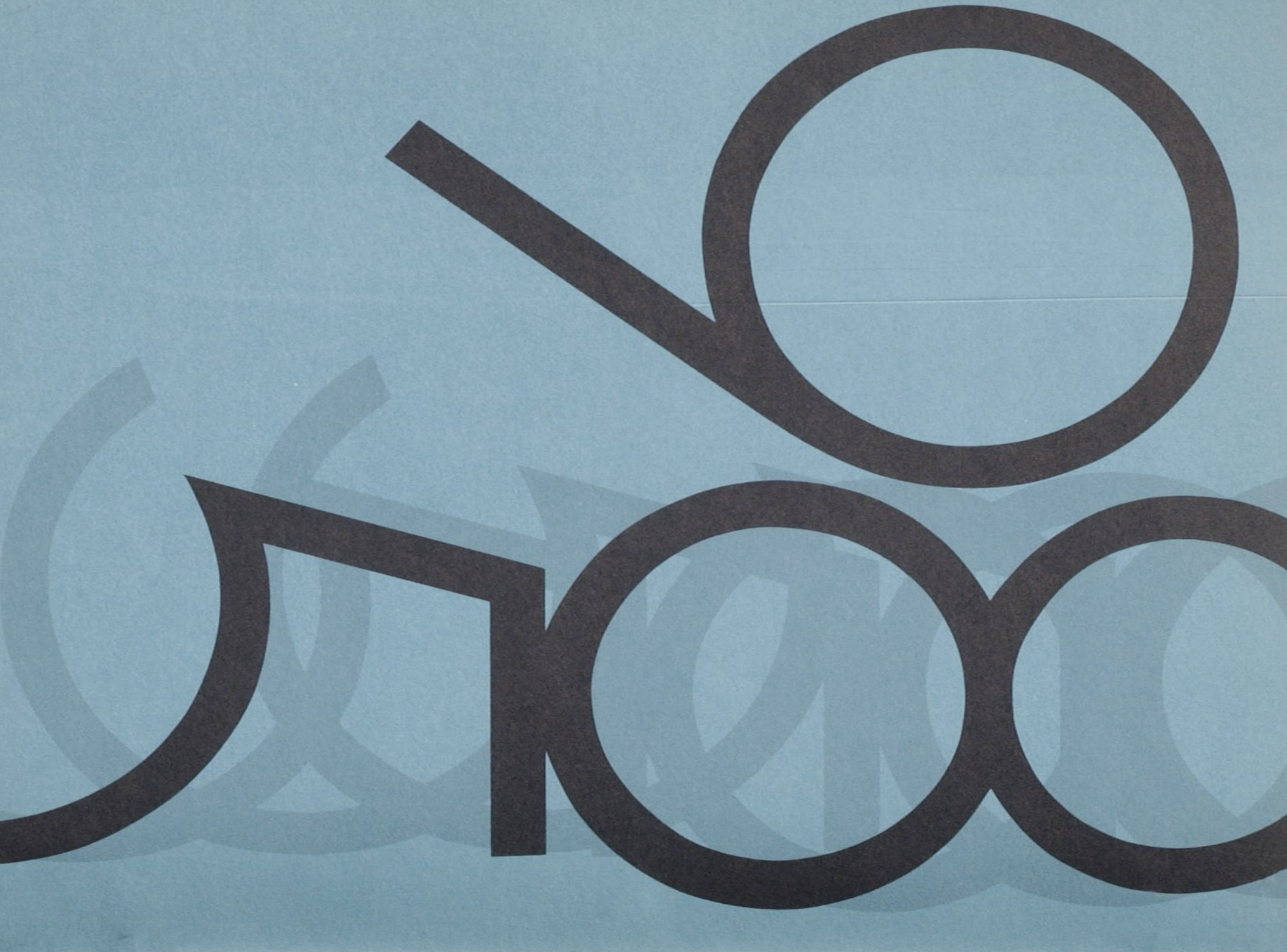
Those who seek understanding of the high court's inconsistency in separating advertising and product in one case and integrating them in deciding another might be puzzled by one statement in the majority decision in the Borden case. While insisting that advertising does not add to the value of a product, the decision adds that "our holding neither ignores the economic realities of the marketplace nor denies that some labels will command a higher price than others, at least to some portion of the public." It then states that "economic factors inherent in brand names and national advertising should not be considered in a jurisdictional inquiry" into part of the Robinson-Patman Act.

The apparent inconsistency of the law is typical of its illogical character. As the late Chief Justice Holmes remarked, "The life of the law has not been logic: it has been experience."

Lippincott & Margulies, Inc. claims no expert knowledge in legal matters. As industrial designers and marketing consultants, we naturally would have hoped for greater amplification from the court in its concession that "some labels will command a higher price than others." What lawyer, or for that matter, jurist prefers to give his wife an unknown perfume in a plain bottle rather than a world-famous brand—*even if they smelled the same?* Who would make a gift to a cherished friend of a quart of Old Smokey Mash rather than Haig and Haig—even if it could be proven that both bottles were filled at the same distillery from the same vat? Examples of brand preference like these come from many aspects of our experience.

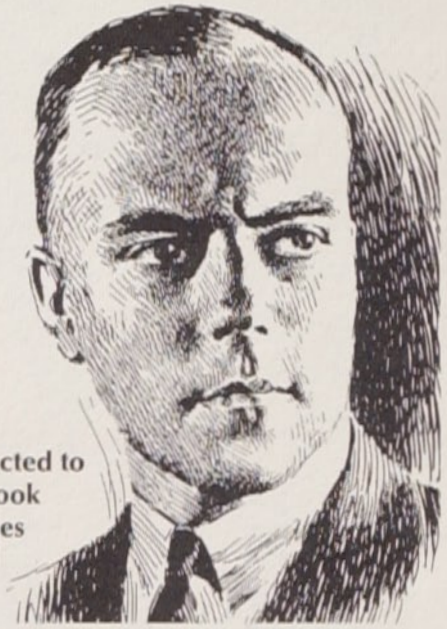
The public will always pay more for the well-packaged, well-known and understood product than it will pay for the plain-wrapped, little-known and little understood. Marketers know this. So do wholesalers, retailers, and buyers. They also know that a company or brand name—and its image—confer many seemingly intangible but very real attributes on a product—reliability and consistent quality, for example. Not surprisingly, the public knows this too.

With the high court's ruling, the Borden case is remanded to the Circuit Court of Appeals for the disposition of other aspects. However its contest with the FTC is decided, one thing is certain: the Borden ruling adds a new dimension to the problems all marketers face in establishing a brand. A fundamental element in the business structure has changed. And the already tricky business of developing outstanding packaging, and maximizing corporate and brand equities, has not been simplified.



Third in a series of profiles of those, unsung and uncelebrated, who helped to shape the marketing world as we know it today

THE INNOVATOR



He discovered shoppers were attracted to the marked-down look of odd-amount prices

To future generations, some men leave a full record of an uninventive life. Other men leave few facts about themselves but an idea or concept that lives for many generations. Charles Henry Mackintosh belongs to this latter group.

Born near London in 1885, Mackintosh's appearance on the marketing scene occurred during the 1920's when a sales promotion firm bearing his name opened in Chicago. He wrote prolifically—but not lastingly—about selling. All of his books are now out of print and the New York Public Library reports only two of his volumes available: "How to Make Them Say Yes'" and "Creative Selling." Mackintosh also wrote poetry, mystery stories, and essays—mostly about religion. He died in Daytona Beach in 1947.

That sums up what is known about the man who discovered the secret of one of the most commonly-used sales techniques in merchandising today—the odd-amount price.

Mackintosh conducted a series of tests on impulse items and their prices. For some items, he found that an odd-amount price sold better than round figures: 39 cents was better than 35 cents; 98 cents outsold 95 cents. Nobody seems to remember for whom he ran the tests or who his clients were. Nor does anyone know how he interpreted his findings—although it is believed he thought shoppers were simply attracted to odd-amount prices because they had a "marked-down" quality. The concept applies even though, in many cases, the prices were actually marked up.

Retailers seized on the technique. Like other great ideas, the odd-amount price became public property from the moment its effectiveness was demonstrated. In a way, this was a pity: had Charles Henry Mackintosh been able to sell his idea, he might have had a place reserved for him in merchandising's hall of fame. Instead, he passed through life relatively unknown. But his contribution was, and continues to be, a keystone in the marketing of billions of dollars worth of consumer goods annually.

"Daddy, daddy look. New York Life."

One of New York Life's assistant managers in California looked down at his three year old daughter and the newspaper she held up for him to see. Sure enough, she had singled out a New York Life advertisement. Words, of course, had no meaning for her but she had no such trouble with trademarks. This one had made a strong impression on her.

Writing to the Home Office of the company in New York City, the assistant manager said: "I think that, if we can reach three year olds, we can certainly reach the insurance purchasing market."

The letter describing the incident was unsolicited, as were hundreds of others from the firm's field force since the new corporate symbol was adopted two years ago. Designed by Lippincott & Margulies, the symbol was a key element in a campaign launched by New York Life to improve its corporate identification. And the letters received in the firm's Home Office give a strong indication that the program has been moving along its intended course.

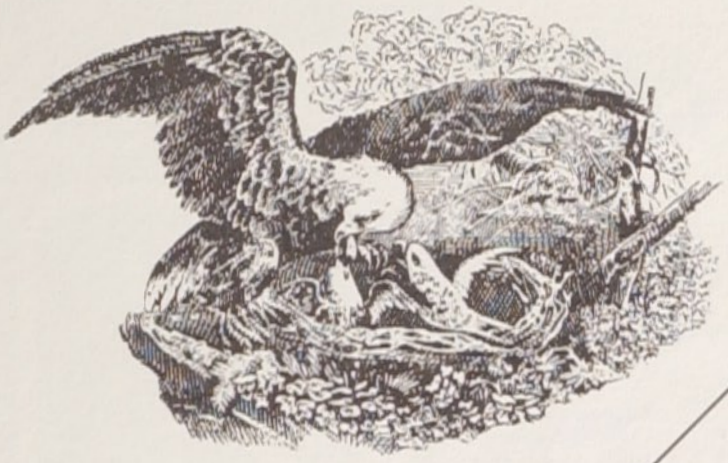
New York Life's experience may be profitably studied by all marketers of consumer goods and services regardless of corporate size. For however large or small a company may be, one can safely assume that it does not yet audit its communications with the same diligence and regularity as it audits its finances. And yet a firm's effectiveness in communicating to its many publics affects directly its financial health. The tools of communication—a corporate symbol is one—age. And sometimes they age ungracefully. A periodic evaluation of communications is not only worthwhile but essential.

New York Life is hardly a newcomer to the marketing of life and health insurance. Policies written in the 19th Century are still in force. And some life insurance written today may not go off the books until the mid-21st Century. Founded in 1845, the firm is now the fourth largest insurance company in the U.S., having assets of $9-billion and with more than $34-billion of life insurance in force.

From the beginning, New York Life recognized the importance of strong corporate identification. Among the early symbols was a family scene at a hearthside with a church and a home in the background. The cozy homestead in turn was replaced by an eagle in 1865—the first of many eagles that would identify the company to the public through the following decades.

Volumes can be written on the use of the symbolic eagle. New York Life's case alone would fill a slim but fact-packed book. Let it suffice here to note that the insurance company's eagles were a domesticated lot. A mother eagle was pictured feeding a clutch of eaglets, thereby suggesting many qualities appropriate to the trademark of a responsible insurance com-

NEW
YORK
LIFE



NEW YORK LIFE
Nylic
INSURANCE COMPANY

pany: protection, keen sightedness, patriotism and parental love and responsibility.

Is the eagle as a corporate symbol appropriate today? Of course. Does it effectively convey a sense of the company's size, stature, and evolution to a modern, efficient, smoothly-run business organization? Probably not. But the reasons have less to do with necessary transitions all businesses gradually undergo than they do to the changing character of the marketplace. Look at today's insurance prospect. He exists in an environment in which speed is the keynote. He drinks "instant" coffee and tea, gives his children "quick" chocolate drinks, is offered "instant" credit by some retailers, and his wife prepares "instant" pudding to climax a "heat and serve" meal. Call it what you will—a "convenience civilization" or a "pop-up, pop-top world"—the pace is fast. If anything, the speed of mass communications transcends the speed of other elements in our culture. Television goes into almost every home; journalism is immediate. An idea moves from one end of the country to another almost with the speed of light. Marketing communications must move apace; communications tools must be geared to a new speed and tempo.

A hundred years ago, a company's corporate symbol could communicate in a more leisurely way. The prospect for life insurance of that earlier era may have been able to perceive the many qualities of a responsible insurance company from the fine details of an engraving. But "instant" communications are needed today. The corporate symbol that identifies a company must convey the old traditional ideas but speak to the prospect quickly, clearly, and directly. A difficult task? Yes, but not impossible. To do the job, a new technique of graphic shorthand is used. Let's review New York Life's search for a symbol.

One step in this direction was taken in 1954. To meet the needs of marketing's quickening-pace, the firm made an important revision of its symbol. The initials of the company name were used to form the acronym "Nylic", set inside an oval and surrounded by the company name spelled out in full.

In 1962 top management initiated a review of the use of the "Nylic" trademark. The public relations staff assembled what came to be called "the chamber of horrors." This was a collection of more than 1,000 printed pieces of all types on which the firm's name appeared—checks, policies, advertising, stationery, business cards, invoices, premium reminders, and so forth. It became evident that New York Life had no single corporate expression. More than 15 different forms had been used. In short, the company's means of communicating to the public on paper was splintered and frayed.

To compound the problem, a survey showed that the widely used "Nylic" trademark was neither recognized nor remem-

NEW YORK LIFE INSURANCE COMPANY · 51 MADISON AVE., NEW YORK, N.Y. 10010

POLICY NUMBER | DUE DATE

THIS NOTICE AND STATEMENT WILL APPLY IF THE POLICY IS IN FULL FORCE ON THE STATED DUE DATE

PREMIUM NOTICE PART 1
RETAIN THIS PART
A RECEIPT WILL BE SENT IF REQUESTED WHEN PAYMENT IS MADE.

CHECK OR MONEY ORDER NUMBER

DATE

DIVIDEND STATEMENT ON ANNIVERSARY (DUE DATE)

CURRENT DIVIDEND	DIVIDEND DEPOSITS: CURRENT INTEREST RATE	CURRENT INTEREST	DEPOSITS USED FOR ONE YEAR TERM INSURANCE	DEPOSITS OUTSTANDING AFTER CURRENT ITEMS

PAID UP ADDITIONAL INSURANCE: FROM CURRENT DIVIDEND	TOTAL OUTSTANDING	ONE YEAR TERM INSURANCE: AMOUNT STARTING ON DUE DATE IF THEN PROVIDED

CHANGE OF ADDRESS (PLEASE PRINT). IT WILL BE MADE ON THIS POLICY AND ANY OTHERS YOU OWN AND LIST HERE

NUMBER | STREET

CITY | STATE

MAKE CHECK OR MONE
THE ORDER OF NEW
YOUR POLICY NUMBE
RECEIVED SUBJECT T

P

REMIT TO

CENTRAL SERVICE O
NEW YORK LIFE INS

ON TO 51 MADISON AVEN

IF YOU WISH SERVICE
NEW YORK LIFE REPRES

PREMIUM NOTICE PART 2 · PLEASE DETACH AND RETURN THIS PART W

PREMIUM NOTICE
Part 1

RETAIN THIS PART
for your record. A receipt will be sent if requested when payment is made.

Check or Money order number

Date

NEW YORK LIFE INSURANCE COMPANY
51 Madison Avenue, New York, N. Y. 10010

6 337 868 (Policy number) A 8 (Office) C AUG 22 1964 (Due Date)

This notice and statement will apply if the policy is in full force on the stated due date.

JOHN Q NYLIC
324 GRIESHEIM BLDG
BLOOMINGTON ILL C

PREMIUM	24.74
DIVIDEND	24.15
PAYT DUE	.59

STATEMENT OF DIVIDENDS ON THE ANNIVERSARY DATE

STATEMENT OF DIVIDEND DEPOSITS, ONE YEAR TERM INSURANCE, OR PAID UP ADDITIONAL INSURANCE		Interest rate for year ending on due date	Interest on prior deposits for year ending on due date	Deposits used to provide one year term insurance	
	Current dividend for year ending on due date	Paid up additional insurance provided by current dividend	Outstanding paid up additional insurance on due date including current addition	One year term insurance starting on due date if then provided	Dividend deposits remaining on due date after giving effect to current items

PREMIUM NOTICE Part 2 — *PLEASE DETACH AND RETURN THIS PART WITH YOUR PAYM*

6 337 868 A 8 C AUG 22 1964

FOR CHANGE OF ADDRESS (please print the new address on lines below)

JOHN Q NYLIC
324 GRIESHEIM BLDG
BLOOMINGTON ILL

06337868 * NYL * A * C *

Number | Street

City | State

This address change to be made only on this policy and any others you own and list here.

Make check or money order payable to (I
of NEW YORK LIFE INSURANCE COMPA
show your policy number thereon. It will
ceived subject to collection.

REMIT TO

Central Service Office Manager,
NEW YORK LIFE INSURANCE CO.

or to 51 Madison Avenue, New York, N. Y.

If you wish service or information from yo
New York Life representative, please check bo

☐ P

☐ C

NEW YORK LIFE

NEW YORK LIFE INSURANCE COMPANY 51 MADISON AVENUE, NEW YORK, NEW YORK 10010, TELEPHONE: 576-5003

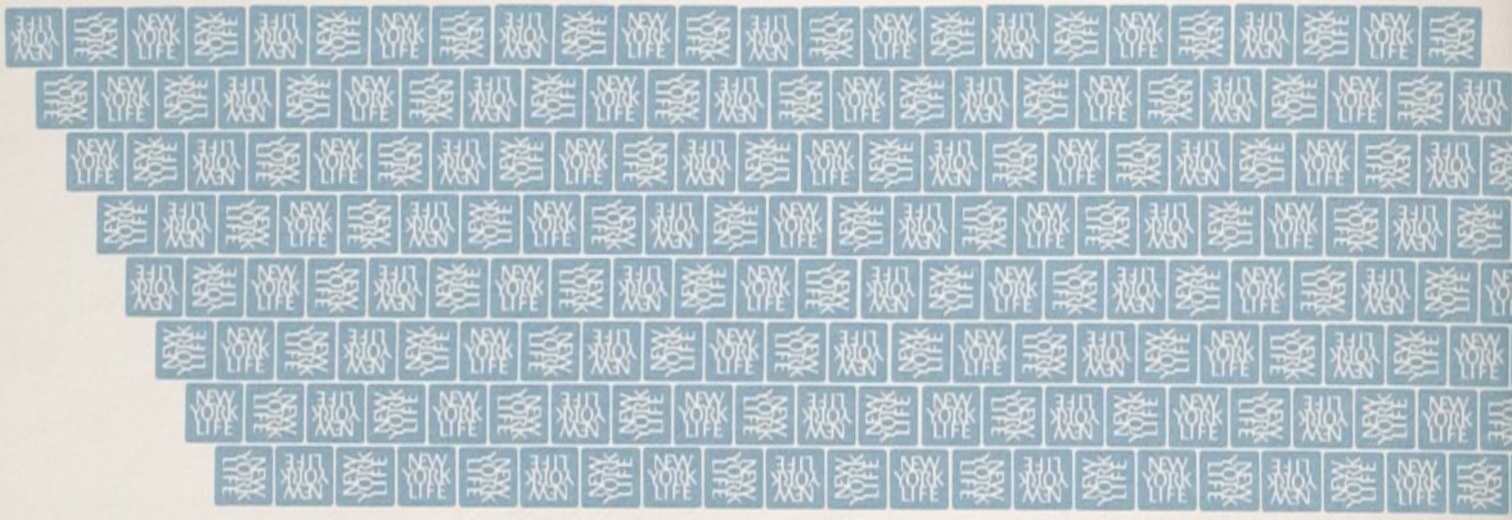
DUDLEY DOWELL, PRESIDENT

New York Life Insurance Company . . . 51 MADISON AVENUE, NEW YORK, N. Y. 10010

PUBLIC RELATIONS DEPARTMENT

TELEPHONE: 576-7000

nylic



bered by the general public despite the fact that it had been in use since 1954. At this point, New York Life engaged Lippincott & Margulies to evaluate its corporate identification system and to develop a program for maximum effectiveness.

The L&M Project Group began by studying New York Life's markets, its organization, current graphic materials, and competitors' corporate symbols. When the study results were pooled and analyzed, the group was able to plot a direction for the symbol's new design. They knew they would have to retain and enhance such values as integrity, service, financial soundness, and progessive management. New York Life had, in addition, an enduring quality the essence of which would have to be perceived through the new design. Thus, the designer's problem and goal was the expression of permanence, stability, growth, and modernity.

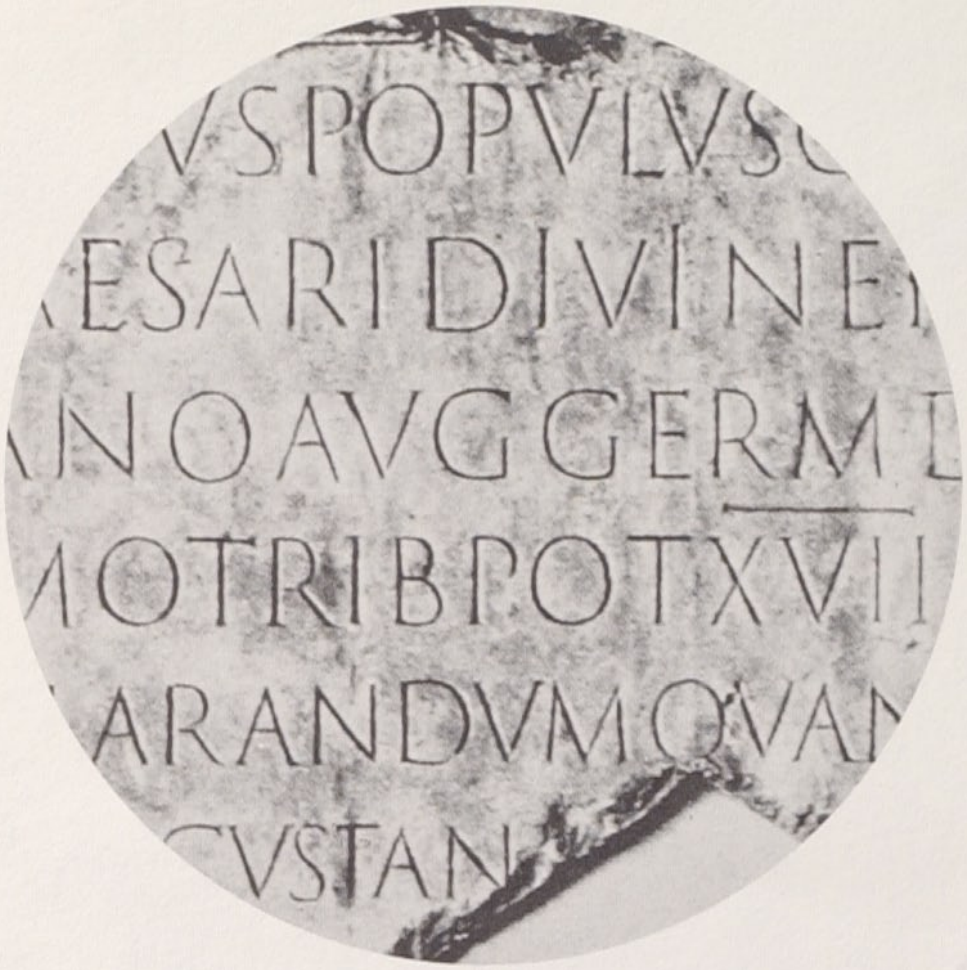
Lippincott & Margulies recommended that the "Nylic" name and trademark be discontinued in all consumer communications—and be confined to internal company use only where it has special significance. The recommendation was not arbitrary. L&M found that "Nylic", while possessing certain equities, also had serious drawbacks when used to identify the company to the consumer. For example, the mark itself was not unique in style or shape. The "Nylic" sound was somewhat "hard." People couldn't remember it or failed to associate it with New York Life; some thought it was a synthetic fibre or plastic. And it failed to convey an impression of size, scope, or stability.

To this indictment, there are those who might ask, "Since it's only a corporate symbol, how serious can the problem be?"

It is more serious than many marketers imagine. In a multi-industry study, Lippincott & Margulies found that many consumers tend to judge a company solely by its name or symbol. By this criterion alone, the consumer may decide that one company is "stuffy and old-fashioned," while another is "modern and progressive." A poor name handicaps the marketing man; it can cause an immeasurable loss in sales.

A significant sidelight to New York Life's corporate symbol exploration is this: while it was suggested that policyholders could make checks payable to "Nylic", the idea never caught on with the public. Rather than use the shorter and seemingly handy acronym, they persisted in writing checks to "New York Life." And research by L&M revealed that, in general, the words "insurance company" in referring to the firm were dropped. To replace "Nylic" therefore, L&M recommended that the company build a new corporate identification around the shortened "New York Life" name, employed with a distinctive, bold, new symbol.

The marketing aspects of life insurance figure strongly in the development of a corporate identification system. Insur-



ance, it must be recognized, is quite different from other products and many services. Most life insurance is sold not bought. Therefore, an insurance company's advertising and corporate identification program have to work together to pave the way for the agent. The company "image", which is to say, how the prospect perceives the company, is most important.

In sum, to get maximum power and impact, the design team decided that the New York Life trademark should be: Simple (to be understood), Strong (to stand out against competition), Consistent (for cumulative effect). And it had to be unique and and appropriate as well.

An important consideration in designing the new symbol was that it would be seen most often on paper—New York Life puts its name before the public on countless millions of pieces of paper a year. Many design variations were conceived, developed, modified, considered, and scrapped before the right corporate symbol began to emerge. Final design selections were employed in dummy ads and on dummy policy forms. Different sizes were projected and the impact of each weighed against the others.

The final selection shows the words "New York Life" stacked and welded together to suggest visually that the name is one word. Classic in origin, crisp and modern in treatment, the lettering and shape of the symbol denote permanence and stability in keeping with the enduring nature of the company and its services. The incised Roman letters have their origin in forms derived from the second-century Trajan's Column in Rome. Tasteful, dignified and distinctive, the letter forms have endured and will continue to do so. The name is framed within a modified square—itself a basic, timeless form. It spotlights and enhances the name; it has impact and can be used in a variety of ways.

In use, the device is a compact form of solid color that stands out against accompanying printed elements. It is readable when reduced to as little as three-eighths of an inch square. By comparison, an eagle symbol reduced to that size would be an almost indistinguishable smudge.

In announcing the new mark, New York Life Chairman, Richard K. Paynter, Jr. said, "We feel that this forceful statement of our name will further help to distinguish us from the 1,500 plus competing insurance companies." New York Life's more than 7,000 agents throughout the U.S. and Canada have signaled their agreement by clamoring for New York Life lapel pins which identify them with the company's strong advertising campaign—and, presumably, also quickly identify them when they meet new prospects. And the three year old daughter of the assistant manager in California also seems to agree wholeheartedly.

AFTERTHOUGHTS

We the People of the United States,
in Order to form a more perfect Union, establish Justice...
FROM THE PREAMBLE TO THE CONSTITUTION

Laws should be like clothes.
They should be made to fit the people they are meant to serve.
CLARENCE DARROW

Lawsuit. A machine which you go into as a pig
and come out of as a sausage.
AMBROSE BIERCE

Injustice is relatively easy to bear; what stings is justice.
MENCKEN

It is just as well that justice is blind.
She might not like some of the things done in her name
if she could see them.
UNKNOWN

It is the spirit and not the form of law
that keeps justice alive.
EARL WARREN

In law a man is guilty when he violates the rights of another.
In ethics he is guilty if he only thinks of doing so.
IMMANUAL KANT

There is no man so good who,
were he to submit all his thoughts and actions to the law,
would not deserve hanging ten times in his life.
MONTAIGNE

Justice is the insurance we have on our lives, and
obedience is the premium we pay for it.
WILLIAM PENN

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